

Item # 4

PROCLAMATION

Flag Day

WHEREAS; the citizens of Smithville, Texas is extremely proud of this Nation's more than 244 years of heritage and freedoms, and are loyal to the ideals, traditions, and institutions which have made our nation so great; and

WHEREAS; their obvious dedication to our way of life is indicative of a strong, continued desire to preserve the priceless American heritage; and

WHEREAS; the 14th day of June of each year is hereby designated as "Flag Day", and the President of the United States is authorized and requested to issue annually a proclamation calling upon officials of the Government to display the flag of the United States on all Government buildings on such day, and urging the people to observe the day as the anniversary of the adoption on June 14, 1977, by the Continental Congress of the Stars and Stripes as the official flag of the United States of America;

NOW, THEREFORE, I, Sharon Foerster., Mayor of the City of Smithville, on behalf of the Smithville City Council, do hereby proclaim the 14th day of June 2022, as

FLAG DAY

In Smithville, Texas, and urge all our citizens to show their allegiance to our Country and fly the flag of the United States of America during this week.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Smithville to be affixed this 13th day of June 2022.

ATTEST:

Sharon Foerster, Mayor

Jennifer Lynch, City Secretary

Proclamation “Juneteenth”

Whereas, our country is made up of people from every nation on Earth, who are declared equal not only in freedom but also in justice, both of which are essential for a healthy human civilization; and

Whereas, our nation was conceived on July 4th, 1776 with the Declaration of Independence, the classic statement being: “We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness”; and

Whereas, at 2:00 p.m. on New Year’s Day, January 1, 1863, using his war powers as President, Abraham Lincoln signed the Emancipation Proclamation, providing that all persons held as slaves within any State or designated part of a State “shall be then, thenceforward, and forever free;” and

Whereas, the Emancipation Proclamation made the permanent abolition of slavery a Union war aim and provided the legal framework for the emancipation of nearly all four million slaves as the Union armies advanced; and

Whereas, on June 19, 1865, almost 2 ½ years later, Major General Gordon Granger arrived in Galveston, Texas, and announced the end of both the Civil War and slavery, with this announcement: “The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free. This involves an absolute equality of personal rights and rights of property, between former masters and slaves, and the connection heretofore existing between them, becomes that between employer and hired labor. The Freedmen are advised to remain at their present homes and work for wages. They are informed that they will not be allowed to collect at military posts, and they will not be supported in idleness either there or elsewhere”; and

Whereas, the first official Juneteenth celebrations took place in Texas and have continued across the United States throughout the years.

Now, Therefore, I, Sharon Foerster, Mayor of the City of Smithville, Texas, do hereby proclaim June 19, 2022, as

“JUNETEENTH”

in the City of Smithville, Bastrop County, Texas, and I call this observance to the attention of all citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Smithville to be affixed this 13th Day of June 2022.

Mayor, Sharon Foerster

Attest: _____
Jennifer Lynch, City Secretary

Item # 5

CITY OF SMITHVILLE
COUNCIL MEETING AND PUBLIC HEARING MINUTES
May 16, 2022

Present: Mayor Joanna Morgan, Councilmembers Janice Bruno, Bill Gordon, Tom Etheredge, Sharon Foerster, Stan Gerdes, and City Manager Robert Tamble.

Open Meeting: Call to order: Mayor Morgan called the meeting to order at 6:00 p.m. and led the Invocation and Pledge.

Recognition/Awards/Proclamations/Announcements/Presentations:

- a) Proclamation – “National Historic Preservation Month” – Read by Mayor Morgan.
- b) Proclamation – “Police Officer Memorial Day & National Police Week”
Proclamation read by Mayor Morgan.
- c) Proclamation for "Motorcycle Safety and Awareness Month" – Mayor Morgan
- d) Recognition of Walker Hightower for Eagle Scout Project – Judy Bergeron

Citizen Comments: None

Approval of the minutes from April 11, 2022, Council Meeting and Public Hearing. Councilman Etheredge moved to approve the minutes. Councilman Gordon seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on a Resolution Canvassing the May 1, 2021, Municipal General Election: Sharon Foerster was duly elected Mayor; Cassie Barrientos was duly elected Councilmember Place 4, and Janice Bruno was duly elected Councilmember Place 5. Councilman Gordon made a motion to approve the resolution. Councilman Gerdes seconded and the motion passed unanimously.

Administering of Pre-Oaths and Oath of Office to Elected Officials: Jennifer Lynch administered Pre-Oaths and the Oaths of Office to the newly elected and re-elected officials.

Issuing of Certificates of Election: Jennifer Lynch issued Certificates of Election.

Citizen Comments: None

Discussion and Action on Election of Mayor Pro-tem: Councilwoman Bruno made a motion to elect Councilman Gordon as Mayor Pro-tem. Councilman Etheredge seconded and the vote was:
For: Bruno, Etheredge and Barrientos
Abstain: Gordon

Citizen Comments: None

Discussion and Action on Appointment to Place 1 for the unexpired term - When Sharon Foerster was elected as the City's new Mayor, this created a vacancy (unexpired term) in Place 1. Per Texas Local Government Code for Type A General Law Municipality, Section 22.010 (a):

“If for any reason a single vacancy exists on the governing body of the municipality, a majority of the remaining members who are present and voting, excluding the mayor, may fill the vacancy by appointment”. Councilwoman Bruno made a motion to appoint Joanna Morgan to the unexpired term for Place 1. Councilman Etheredge seconded and the motion passed unanimously.

Administering of Pre-Oaths and Oath of Office to the appointment of Place 1: Jennifer Lynch administered the Pre-Oath and Mayor Foerster administered the Oath of Office to Joanna Morgan as the newly appointed Place 1 Councilmember.

Hear recommendations from Planning and Zoning and Developer on:

- a) on a variance request for encroachment of the 10 ft. rear yard setback for 106 Les Lane, Hurta River Estates, Lot 12, Property ID 8713236, Property Owners TTH Enterprises LLC, Agent Jimmy Taylor. Brian Riewe said that P&Z recommends approving the variance.
- b) on a Replat for 1501 Dorothy Nichols Lane, R44765, Riverdale OUTLOT 11FR, Acres 3.201, Property Owner Smithville Hospital Authority, Agent Jim Wither. Brian Riewe said that P&Z recommends approving the replat plat.

Public Hearing:

Hear citizen's comments on:

- a) on a variance request for encroachment of the 10 ft. rear yard setback for 106 Les Lane, Hurta River Estates, Lot 12, Property ID 8713236, Property Owners TTH Enterprises LLC, Agent Jimmy Taylor. No one signed up to speak for or against this item.
- b) on a Replat for 1501 Dorothy Nichols Lane, R44765, Riverdale OUTLOT 11FR, Acres 3.201, Property Owner Smithville Hospital Authority, Agent Jim Wither. No one signed up to speak for or against this item.

Open Meeting:

Council Discussion and Action on:

- a) on a variance request for encroachment of the 10 ft. rear yard setback for 106 Les Lane, Hurta River Estates, Lot 12, Property ID 8713236, Property Owners TTH Enterprises LLC, Agent Jimmy Taylor: Slab encroaches < ½ foot into the 10' side yard setback. Councilman Etheredge made a motion to approve the variance request and that it will not be contrary to the public interest there are special conditions including unusual case and due to the special condition, it would result in unnecessary hardship. Granting the variance would be consistent with the ordinance. Finally, substantial justice would be done by granting the variance. Councilman Gordon seconded and the motion passes unanimously.

- b) on a replat for 1501 Dorothy Nichols Lane, R44765, Riverdale OUTLOT 11FR, Acres 3.201, Property Owner Smithville Hospital Authority, Agent Jim Wither: Councilman Gordon made a motion to approve the preliminary plat. Councilwoman Bruno seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on entering into a contract with Singleton, Clark & Company, PC for the 2021/2022 Fiscal Year Audit: Approval of this agenda item will allow the City to utilize Singleton, Clark & Company for our annual audit services. Councilwoman Bruno made a motion to approve the entering into a contract with Singleton Clark & Company. Councilwoman Barrientos seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on a 380 Economic Development Agreement with Sammi and Travis Hill. This item was pulled by Sammi and Travis Hill as they were not able to attend this meeting. We will push this item to June Council Meeting.

Citizen Comments: None

Discussion and Action on the Certificate of Appropriateness for the Texas Mural at 201 Main: The Historic Preservation Design Standards Advisory Committee (HPDSAC) is recommending approval of a Texas Flag Mural painted on the side of the old First State Bank Building (owned by Edward and Victoria Allen). Councilwoman Bruno made a motion to approve the Certificate of Appropriateness. Councilwoman Barrientos seconded and the motion passed unanimously.

Citizen Comments:

Discussion and Action on Amending Ordinance Chapter 1 General Provisions, Article 1.08 Parks and Recreation, Division 4, City of Smithville Code of Ordinances, by amending Section 1.08.092 (1) Dog Park hours: This is an administrative change to align all city park Hours of Operation from 6:00 am to 11:30 pm. Councilwoman Bruno made a motion to approve the Ordinance. Councilman Gordon seconded and the motion passed unanimously.

Citizen Comments:

Discussion and Action on an Ordinance Amending Chapter 12 Traffic and Vehicles Ordinance, Article 12.200 Control Devices to add stop signs at 7th Street and Olive: Heather Larsen (711 Gresham) is requesting two (2) STOP signs be added to the intersections of 7th Street and Olive. A traffic study was conducted and the signs are recommended by the Smithville PD. Councilwoman Barrientos made a motion to approve the Ordinance. Councilman Etheredge second and the motion passes unanimously.

Citizen Comments: None

Discussion and Action on the approval of the Financial Report. Councilman Etheredge made a motion to accept the Financial Report. Councilman Gordon seconded and the motion passed unanimously.

Adjourn 6:56 p.m.

Sharon Foerster, Mayor

Attest:

Jennifer Lynch, City Secretary

Item # 8

ANNEXATION PETITION

TO THE MAYOR AND GOVERNING BODY
OF THE CITY OF SMITHVILLE, TEXAS:


The undersigned owner(s) of the hereinafter described tract of land, which is vacant and without residents, or on which less than three(3) qualified voters reside, hereby petition your honorable body to extend the present city limits so as to include as a part of the City of Smithville, Texas, the following described territory, to wit:

(See Attached **Exhibit A** – metes and bounds description.)

I/We certify that the above described tract of land is contiguous to the City of Smithville, Texas (only separated by American Legion Road), is not more than one-half (1/2) mile in width and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

In the event annexation of this property is approved by the City, and subsequently the proposed plat of "Enclave at Riverbend subdivision", which includes the property described by metes and bounds and attached hereto, does not get approved by the City, then Owner will require disannexation of this property under applicable provisions of Local Government Code.

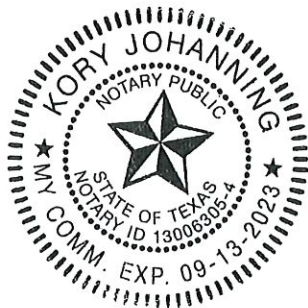
THE STATE OF TEXAS
COUNTY OF BASTROP


Owner's Signature #1

Before me, the undersigned authority, on this day personally appeared S Todd McCallough
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for purposes and consideration therein expressed.

Given under my hand and seal of office, this 20th day of April, 2022.

(Seal)




Notary Public in and for the State of Texas
My commission expires: 9-13-2023

STATE OF TEXAS

HURTA REAL ESTATE, LLC

COUNTY OF BASTROP

34.858 ACRES

All that certain tract or parcel of land containing **34.858 acres** situated in the Edward Burleson Survey, A-16, in Bastrop County, Texas, being a part of that tract described as 156.886 acres in a deed from Hurta Land, Inc. to Hurta Real Estate, LLC dated May 31, 2018 and recorded in County Clerk's File No. 201807688 of the Official Records of Bastrop County, said **34.858 acre** tract being more particularly described by metes and bounds as follows:

Commencing at a concrete monument found in the Southwest right-of-way line of State Highway 71 (Variable width - 29.651 acres - Vol. 298, Pg. 101 B.C.O.R.) for the Northeast corner of said 156.886 acre Hurta Real Estate tract, said point having a coordinate value of North = 9,987,672.12 feet and East = 3,301,735.43 feet according to the Texas State Plane Coordinate System - Central Zone - NAD 83(CORS 96);

Thence South 42 degrees 18 minutes 06 seconds East, 607.98 feet along the common line between said State Highway 71 right-of-way tract and said Hurta Real Estate tract to a 1/2" iron rod set for the Northeast corner of the tract herein described and the **PLACE OF BEGINNING;**

Thence **South 42 degrees 18 minutes 06 seconds East, 1,392.49 feet** along the common line between said State Highway 71 right-of-way tract and said Hurta Land, Inc. tract to a 1/2" iron rod set for the most Easterly corner of the tract herein described;

Thence **South 37 degrees 17 minutes 26 seconds West**, departing said Highway 71 line, **519.47 feet** to a 1/2" iron rod set within said 156.886 acre Hurta Real Estate tract for corner;

Thence **South 84 degrees 36 minutes 44 seconds West, 596.67 feet** to a 1/2" iron rod set in the Northwest line of a 75 foot wide Multifuels Bluebonnet Pipeline easement (Clerk's File No. 201903575 - B.C.O.R.) and within said 156.886 acre Hurta Real Estate tract for corner;

Thence **South 42 degrees 59 minutes 22 seconds West, 193.29 feet** along said easement line to a 1/2" iron rod found for corner;

Thence **South 87 degrees 03 minutes 27 seconds West**, departing said Multifuels easement line, **283.36 feet** to a 1/2" iron rod set in the East margin of American Legion Road (old Highway 71) and the West line of said 156.886 acre Hurta Real Estate tract for the Southwest corner of the tract herein described, from which a 1/2" iron rod found for the Northwest corner of "HURTA RIVER ESTATES" (Plat Cab. 6, Slide 158A - Bastrop County Plat Records) bears South 02 degrees 56 minutes 33 seconds East, 455.68 feet;

HURTA REAL ESTATE, LLC
34.858 ACRES
PAGE 2 OF 3

Thence **North 02 degrees 56 minutes 33 seconds West, 1,633.12 feet** along said East margin of American Legion Road and the West line of said Hurta Real Estate tract to a 1/2" iron rod set for the Northwest corner of the tract herein described, from which a concrete monument found for the Northwest corner of said (called) 156.886 acre Hurta Real Estate tract bears North 02 degrees 56 minutes 33 seconds West, 469.84 feet;

Thence **North 87 degrees 03 minutes 24 seconds East**, departing said American Legion Road and severing said 156.886 acre Hurta Land tract, **470.80 feet** to the **PLACE OF BEGINNING** and containing **34.858 acres**.


Bearings, distances and coordinates used herein are "GRID" based on the Texas State Plane Coordinate System - Central Zone - NAD 83(CORS 96). Convergence = +01 degree 38 minutes 31 seconds. Combined factor = 1.0000135.

STATE OF TEXAS

COUNTY OF BASTROP

I, Kevin Von Minden, a Registered Professional Land Surveyor, do hereby certify the foregoing field notes to be true and correct to the best of my knowledge and belief.

BEFCO ENGINEERING, INC.
Surveying Firm #10001700
Consulting Engineering & Land Surveying



Kevin Von Minden, R.P.L.S.
Registration No. 4438
January 3, 2022
BEFCO Job No. 22-8262(1)



GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

LEGEND

- ⊙ = 1/2" iron rod found
- ⊙ = 1/2" iron rod set
- = Concrete monument found
- = Gas pipeline
- = Overhead electric line
- = Utility Pole
- = Wire fence

EASEMENTS OF RECORD (Title Resources Guaranty Company Of #2153563-BAS effective August 13, 2021 and issued August 27, 2021)

United Pipeline Co.
Blanket pipeline and regulating station easement
Vol. 85, Pg. 139
B.C.O.R.
(This easement amended to a specific location by Multisela Bluebonnet Pipeline, LLC in County Clerk's File #201903575 & 201904552- B.C.O.R.)

*State of Texas
Channel easement
Vol. 185, Pg. 6
B.C.O.R.
(This easement is described by metes and bounds and does not directly affect the Subject Tract)

*Lower Colorado River Authority
100' Electric easement
Vol. 185, Pg. 1
B.C.O.R.
(This easement is described by metes and bounds and does not directly affect the Subject Tract)

*Lower Colorado River Authority
100' Electric easement
Vol. 185, Pg. 6
B.C.O.R.
(This easement is described by metes and bounds and does not directly affect the Subject Tract)

*City of Smithville
30' Electric easement
Vol. 394, Pg. 76
B.C.O.R.
(This easement is described by metes and bounds as being within the existing location of the above cited 100' wide L.C.R.A. easement and does not directly affect the Subject Tract)

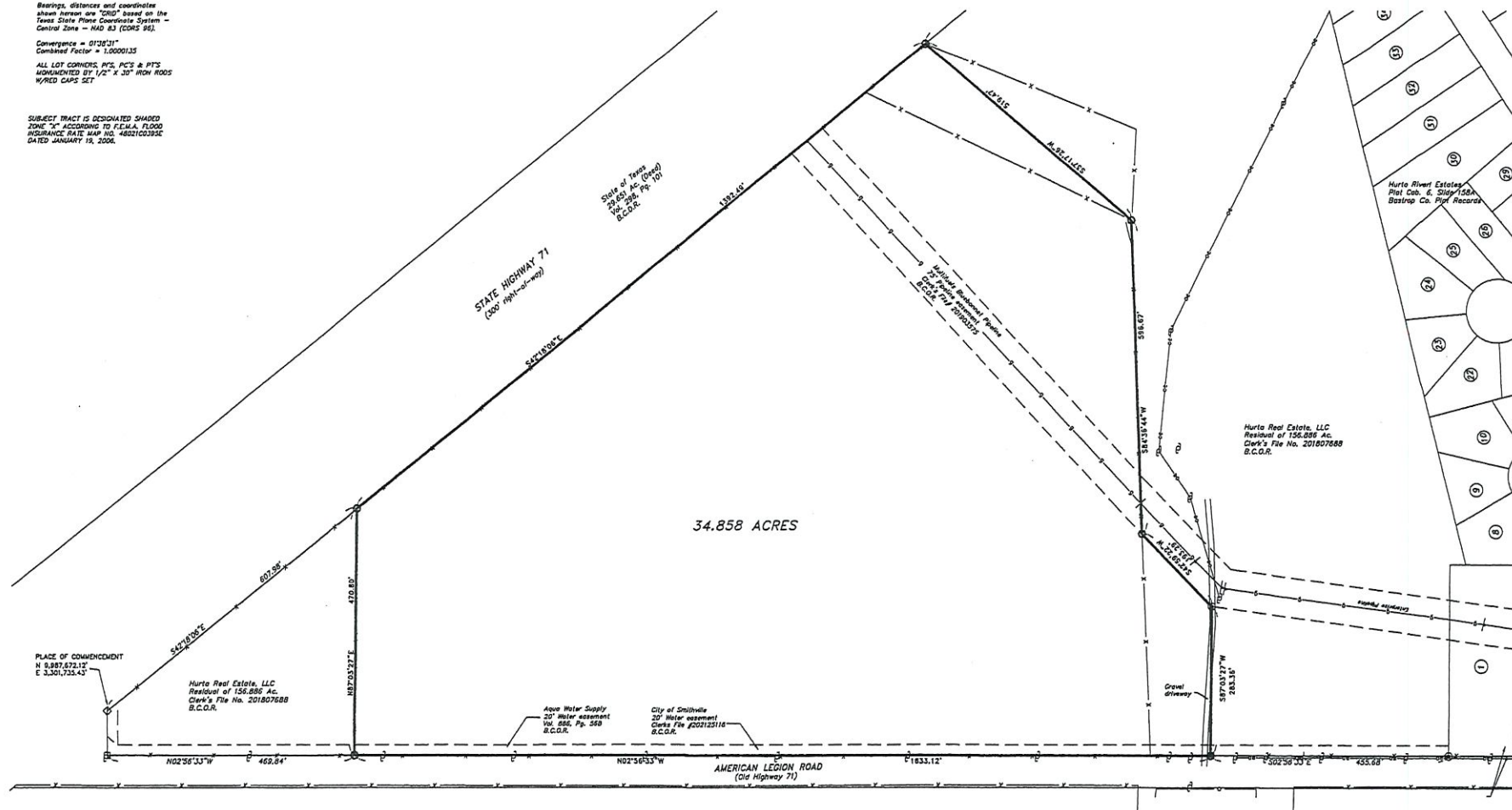
*Bluebonnet Electric Cooperative
30' Electric easement
Vol. 535, Pg. 402
B.C.O.R.
(This easement is described by metes and bounds as being within the existing location of the above cited 100' wide L.C.R.A. easement and does not directly affect the Subject Tract)

Aqua Water Supply
20' Waterline easement
Vol. 856, Pg. 568
B.C.O.R.

City of Smithville
20' waterline easement
Clerk's File No. 202125116
B.C.O.R.

Bearings, distances and coordinates shown herein are "GDS" based on the Texas State Plane Coordinate System - Central Zone - NAD 83 (CORS 95).
Convergence = 0'35"31"
Constant Factor = 1.0000135
ALL LOT CORNERS, PVS, PCS & PTS MONUMENTED BY 1/2" X 30" IRON RODS W/RED CAPS SET

SUBJECT TRACT IS DESIGNATED SHARED ZONE "A" ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 4621030502 DATED JANUARY 19, 2006.



PLAT SHOWING THE SURVEY OF A 34.858 ACRE TRACT SITUATED IN THE EDWARD BURLESON SURVEY, A-16, IN BASTROP COUNTY, TEXAS, BEING A PART OF THAT TRACT DESCRIBED AS 156.886 ACRES IN A DEED FROM HURTA LAND, INC. TO HURTA REAL ESTATE, LLC, DATED MAY 31, 2018 AND RECORDED IN COUNTY CLERK'S FILE NO. 201807688 OF THE OFFICIAL RECORDS OF BASTROP COUNTY



STATE OF TEXAS
COUNTY OF BASTROP

I, Kevin Von Minden, a Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground, that this plat correctly represents the facts found at the time of the survey, and that this survey substantially complies with the current Texas Society of Professional Surveyors' Manual of Practice requirements for a Category 1A, Condition II TSPS Land Title Survey.

Kevin Von Minden, R.P.L.S.
Registration No. 4438
BEPKO ENGINEERING, INC.
Firm No. 10001700
La Grange, Texas
979-968-6474
January 3, 2022



BEPKO ENGINEERING, INC.
Engineering Firm No. F-2011
Surveying Firm No. 10001700
P.O. Box 615
La Grange, Texas 78945
(979) 968-6474

S:\Kevin\Land Projects\3116-6751\dwg\31-8262a
BEPKO Job No. 21-0262

Item # 10

SERVICE AGREEMENT

This Service Agreement (the "**Agreement**") is entered into by and between the City of Smithville, Texas, a Texas General Law (Type A) municipality (the "**City**"), and Developer, defined below, to be effective as of the last date of due execution by the parties (the "**Effective Date**").

RECITALS

1. Pursuant to Texas Local Government Code § 43.0671, **Smithville Land Partners, LLC.**, a Texas limited liability company, ("**Developer**") submitted an Annexation Petition dated **April 20, 2022** (the "**Petition**"), attached as Exhibit A, to the City requesting that the City annex 34.858-acres for construction of a phased residential development as more particularly described in the Petition (the "**Property**").
2. Developer is the sole owner of the Property and the Property is adjacent to the City's municipal boundaries.
3. The City desires to annex the Property and Developer and the City desire to enter into this Agreement pursuant to Texas Local Government Code § 43.0672.
4. The projected use of the Property is for single-family residential development.

In consideration of the obligations of the parties under this Agreement, the parties agree as follows:

ARTICLE ONE

RECITALS AND REPRESENTATIONS

- 1.1 **Recitals.** The above recitals are incorporated herein as facts, the truth of which is acknowledged by the parties.
- 1.2 **Representations.** Developer warrants and represents that all statements in the recitals and in the Petition were true at the time that Developer submitted the Petition to the City and remain true as of the Effective Date.

ARTICLE TWO

SERVICES

- 2.1 **Municipal Services Upon Annexation.** Pursuant to Texas Local Government Code § 43.0672(b), if the City annexes the Property, the City shall not provide any municipal services to the Property on the effective date of the annexation. The City shall provide or make available on behalf of the City the municipal services at the levels specified in the below schedule within sixty (60) days of annexation.

2.2 Municipal Services Schedule. Pursuant to Texas Local Government Code § 43.0672(b)(2), the City shall provide the Property with the following municipal services (the “*Municipal Services*”) within sixty (60) days of the annexation of the Property:

- (A) Police protection, patrolling, response to calls, and other police services.
- (B) Fire protection and fire prevention.
- (C) Solid waste collection and disposal services.
- (D) Maintenance of existing water and wastewater facilities serving the Property that are not within the service area of another water or wastewater utility.
- (E) Maintenance of existing roads, streets, and drainage; provided that all roads, streets, and drainage roadways required to be constructed within the Property shall be constructed to City standards at the sole cost of Developer, or its successors and assigns, and in conformance with all applicable ordinances, City policies, laws, rules, and other regulations. All roadway and drainage construction contracts shall contain a two-year performance warranty, which upon expiration shall be assigned to the City.
- (F) Planning, code enforcement, animal control, library, parks and recreation, municipal court, and general municipal administration.
- (G) Maintenance of any existing electrical facilities (city-owned) serving the Property.
- (H) Water and wastewater service in accordance with applicable ordinances, regulations, and rules.

2.3 Excluded Services. Pursuant to Texas Local Government Code § 43.0672(c), the City has no obligation to provide any service to the Property not specifically included in this Agreement. **Electric Service shall be provided by Bluebonnet Electric Cooperative.**

2.4 Level of Services. The City shall provide the Municipal Services at a level of service that is comparable to the level of services available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected in the Property. Nothing in this Agreement obligates the City to provide the Municipal Services at a level equivalent to any other area of the City if different characteristics of topography, land use, and population density constitute a sufficient basis for providing different levels of service.

ARTICLE 3
ANNEXATION

- 3.1 Conditioned on Annexation.** This Agreement is conditioned on annexation of the Property. This Agreement shall have no effect unless and until the City annexes the Property. If the City fails to annex the Property within 60 days of the Effective Date, then this Agreement shall terminate and be of no further effect.
- 3.2 Effect of Expiration.** If the City annexes the Property within 60 days of the Effective Date, then the expiration of this Agreement has no effect on such annexation and the inclusion of the Property within the municipal boundaries of the City.

ARTICLE 4
ADMINISTRATIVE PROVISIONS

- 4.1 No Waiver.** No waiver of any terms of this Agreement shall be valid unless in writing and signed by all parties. No waiver of default of any term of this Agreement shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- 4.2 Governing Law.** This Agreement has been made under Chapter 43, Subchapter C-3, Texas Local Government Code and other laws of the State of Texas in effect on the Effective Date. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas without regard to choice of law rules. Jurisdiction and venue for any dispute arising under this Agreement shall lie exclusively in the courts of Bastrop County, Texas.
- 4.3 Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- 4.4 Complete Agreement.** The Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to the Agreement.
- 4.5 Amendments.** Any amendment to the Agreement must be in writing and signed by all parties.
- 4.6 Term.** This Agreement expires on the 25th anniversary of the Effective Date, unless amended by the parties in writing.
- 4.7 Force Majeure.** The obligations of each party shall be subject to force majeure events such as natural calamity, fire, strike, pandemic, including but not limited to the pandemic related to the virus commonly referred to as "COVID-19," or inclement weather.

- 4.8 Conveyance of Property.** Prior to the sale or conveyance of any portion of the Property, the seller shall give written notice of the Agreement to the prospective purchaser or grantee, which notice can be provided through the Agreement being shown on a title commitment on the Property being provided to the prospective purchaser. The seller of any portion of the Property shall give written notice of the sale or conveyance to the City after closing.
- 4.9 Continuity.** The Agreement shall run with the Property and be binding on all successors and assigns of Developer.
- 4.10 Survival after Expiration.** All obligations under this Agreement shall survive the expiration of this Agreement to the extent required for their full observance and performance.
- 4.11 Signature Warranty Clause.** The signatories to the Agreement represent and warrant that they have the authority to execute the Agreement on behalf of the City and Developer, respectively.
- 4.12 Governmental Immunity.** Nothing in this Agreement waives, modifies, or amends any legal defense available to the City or its employees, officers, or agents at law or in equity, including but not limited to the defense of governmental immunity. Nothing in this Agreement creates any legal rights or claims on behalf of any third party.
- 4.13 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which taken together shall constitute one instrument. It shall not be necessary that all parties be signatory to the same counterpart. Signatures exchanged by facsimile or electronically in pdf or other electronic format shall be deemed to constitute original, manually executed signatures and shall be fully binding. Signature pages from two or more counterparts may be combined to form one document.
- 4.14 Effective Date.** The Agreement shall be effective on the Effective Date, regardless of recordation in the Official Records of Bastrop County, Texas.

EXECUTED to be effective as of the Effective Date.

CITY:

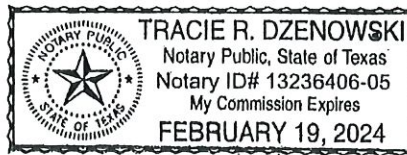
City of Smithville, Texas, a Texas type A general law municipality

By: Robert Tamble
Robert Tamble, City Manager

THE STATE OF TEXAS §
COUNTY OF BASTROP §

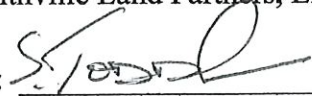
This instrument was acknowledged before me on the 23rd day of May, 2022 by Robert Tamble, City Manager, City of Smithville, Texas.


Notary Public, State of Texas



DEVELOPER:

Smithville Land Partners, LLC., a Texas limited liability company


By: 

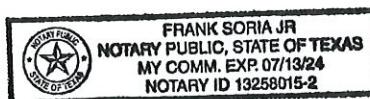
Name: S. Todd McCullough

Title: MANAGER

THE STATE OF TEXAS §
COUNTY OF ~~BASTROP~~ TRAVIS §

This instrument was acknowledged before me on the 6th day of MAY, 2022, by **S. Todd McCullough** as Manager of **Smithville Land Partners, LLC**, a Texas limited liability company, on behalf of said entity.


Notary Public, State of Texas



After recording, please return to:

Sheets & Crossfield
309 E. Main Street
Round Rock, TX 78664
Attn: Charles Crossfield
Phone: (512) 255-8877
Office: 512-443-1724
Fax: 512-389-0943

Email: charlie@scrllaw.com

Exhibit A Voluntary Annexation Petition

ANNEXATION PETITION

TO THE MAYOR AND GOVERNING BODY
OF THE CITY OF SMITHVILLE, TEXAS:

The undersigned owner(s) of the hereinafter described tract of land, which is vacant and without residents, or on which less than three(3) qualified voters reside, hereby petition your honorable body to extend the present city limits so as to include as a part of the City of Smithville, Texas, the following described territory, to wit:

(See Attached Exhibit A – metes and bounds description.)

I/We certify that the above described tract of land is contiguous to the City of Smithville, Texas (only separated by American Legion Road), is not more than one-half (1/2) mile in width and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

In the event annexation of this property is approved by the City, and subsequently the proposed plat of "Enclave at Riverbend subdivision", which includes the property described by metes and bounds and attached hereto, does not get approved by the City, then Owner will require disannexation of this property under applicable provisions of Local Government Code.

THE STATE OF TEXAS
COUNTY OF BASTROP

S. Todd McCallough
Owner's Signature #1

Before me, the undersigned authority, on this day personally appeared S. Todd McCallough known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for purposes and consideration therein expressed.

Given under my hand and seal of office, this 20th day of April, 2022.

(Seal)



Kory Johanning
Notary Public in and for the State of Texas
My commission expires: 9-13-2023

P

STATE OF TEXAS

HURTA REAL ESTATE, LLC

COUNTY OF BASTROP

34.858 ACRES

All that certain tract or parcel of land containing **34.858 acres** situated in the Edward Burleson Survey, A-16, in Bastrop County, Texas, being a part of that tract described as 156.886 acres in a deed from Hurta Land, Inc. to Hurta Real Estate, LLC dated May 31, 2018 and recorded in County Clerk's File No. 201807688 of the Official Records of Bastrop County, said **34.858 acre** tract being more particularly described by metes and bounds as follows:

Commencing at a concrete monument found in the Southwest right-of-way line of State Highway 71 (Variable width - 29.651 acres - Vol. 298, Pg. 101 B.C.O.R.) for the Northeast corner of said 156.886 acre Hurta Real Estate tract, said point having a coordinate value of North = 9,987,672.12 feet and East = 3,301,735.43 feet according to the Texas State Plane Coordinate System - Central Zone - NAD 83 (CORS 96);

Thence South 42 degrees 18 minutes 06 seconds East, 607.98 feet along the common line between said State Highway 71 right-of-way tract and said Hurta Real Estate tract to a 1/2" iron rod set for the Northeast corner of the tract herein described and the **PLACE OF BEGINNING**;

Thence South 42 degrees 18 minutes 06 seconds East, 1,392.49 feet along the common line between said State Highway 71 right-of-way tract and said Hurta Land, Inc. tract to a 1/2" iron rod set for the most Easterly corner of the tract herein described;

Thence South 37 degrees 17 minutes 26 seconds West, departing said Highway 71 line, 519.47 feet to a 1/2" iron rod set within said 156.886 acre Hurta Real Estate tract for corner;

Thence South 84 degrees 36 minutes 44 seconds West, 596.67 feet to a 1/2" iron rod set in the Northwest line of a 75 foot wide Multifuels Bluebonnet Pipeline easement (Clerk's File No. 201903575 - B.C.O.R.) and within said 156.886 acre Hurta Real Estate tract for corner;

Thence South 42 degrees 59 minutes 22 seconds West, 193.29 feet along said easement line to a 1/2" iron rod found for corner;

Thence South 87 degrees 03 minutes 27 seconds West, departing said Multifuels easement line, 283.36 feet to a 1/2" iron rod set in the East margin of American Legion Road (old Highway 71) and the West line of said 156.886 acre Hurta Real Estate tract for the Southwest corner of the tract herein described, from which a 1/2" iron rod found for the Northwest corner of "HURTA RIVER ESTATES" (Plat Cab. 6, Slide 158A - Bastrop County Plat Records) bears South 02 degrees 56 minutes 33 seconds East, 455.68 feet;

HURTA REAL ESTATE, LLC
34.858 ACRES
PAGE 2 OF 3

Thence North 02 degrees 56 minutes 33 seconds West, 1,633.12 feet along said East margin of American Legion Road and the West line of said Hurta Real Estate tract to a 1/2" iron rod set for the Northwest corner of the tract herein described, from which a concrete monument found for the Northwest corner of said (called) 156.886 acre Hurta Real Estate tract bears North 02 degrees 56 minutes 33 seconds West, 469.84 feet;

Thence North 87 degrees 03 minutes 24 seconds East, departing said American Legion Road and severing said 156.886 acre Hurta Land tract, 470.80 feet to the PLACE OF BEGINNING and containing 34.858 acres.

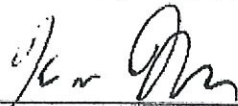
Bearings, distances and coordinates used herein are "GRID" based on the Texas State Plane Coordinate System - Central Zone - NAD 83 (CORS 96). Convergence = +01 degree 38 minutes 31 seconds. Combined factor = 1.0000135.

STATE OF TEXAS

COUNTY OF BASTROP

I, Kevin Von Minden, a Registered Professional Land Surveyor, do hereby certify the foregoing field notes to be true and correct to the best of my knowledge and belief.

BEFCO ENGINEERING, INC.
Surveying Firm #10001700
Consulting Engineering & Land Surveying


Kevin Von Minden, R.P.L.S.
Registration No. 4438
January 3, 2022
BEFCO Job No. 22-8262(1)



Item # 11

ORDINANCE NO. ____

AN ORDINANCE ANNEXING HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF SMITHVILLE, TEXAS, BASTROP COUNTY ON THE REQUEST OF SMITHVILLE LAND PARTNERS, LLC./ S. TODD MCCULLOUGH AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN THE CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY.

This ordinance was introduced and submitted to the City Council for adoption. After presentation and discussion of the Ordinance, a motion was made by _____ that the Ordinance be finally passed and adopted in accordance with the City's General Law Type A Government. The motion was seconded by _____ and carried by the following voted:

Mayor Pro-tem William Gordon
Councilmember Joanna Morgan
Councilmember Cassie Barrientos
Councilmember Tom Etheredge
Councilmember Janice Bruno

___	For	___	Against	___	Abstained
___	For	___	Against	___	Abstained
___	For	___	Against	___	Abstained
___	For	___	Against	___	Abstained
___	For	___	Against	___	Abstained

WHEREAS, Chapter 43, Subchapter C-3 of the Texas Local Government Code, allows the City of Smithville to annex territory upon the request of each owner of land in the area that requests annexation;

WHEREAS, by submittal of the Annexation Petition, attached hereto as Exhibit A (the "**Petition**"), each owner (the "**Owner**" whether one or more) of the real property described in the attached Exhibit B (the "**Property**"), has voluntarily requested the annexation of the Property into the City pursuant to Texas Local Government Code § 43.0671;

WHEREAS, pursuant to Texas Local Government Code § 43.0672, the City and the Owner have negotiated and entered into a written agreement to provide services in the Property prior to the adoption of this Ordinance;

WHEREAS, the City Council finds and determines that adoption of this Ordinance promotes the health, safety, and welfare of the public; and

WHEREAS, the City Council finds and determines that the procedures prescribed by the Texas Local Government Code and City of Smithville, Texas, and the laws of this state have been duly

followed with respect to the annexation of the Property, including but not limited to the procedures set forth in Chapter 43, Subchapter C-3 of the Texas Local Government Code (the ownership of the Property being determined based on the representations of the Owner in the Petition), and that the meeting at which this Ordinance was passed was open to the public, that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SMITHVILLE, TEXAS THAT:

SECTION 1. The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. The Property is hereby annexed to the City of Smithville, Bastrop County, Texas, and that the boundary limits of the City of Smithville be and the same are hereby extended to include the above described territory within the city limits of the City of Smithville, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the right and privileges of other citizens of the City of Smithville and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

SECTION 3. That the City Secretary is hereby directed to file with the County Clerk and other appropriate officials and agencies, as required by state and federal law and city annexation procedures, certified copies of this Ordinance.

SECTION 4. This Ordinance shall become effective upon passage and publication of the caption of this ordinance as required by State law.

APPROVED and PASSED on the second and final reading on this 13th day of June 2022.

Sharon Foerster, Mayor
City of Smithville

ATTEST:

Jennifer Lynch, City Secretary

Exhibit "A"

ANNEXATION PETITION

TO THE MAYOR AND GOVERNING BODY
OF THE CITY OF SMITHVILLE, TEXAS:

The undersigned owner(s) of the hereinafter described tract of land, which is vacant and without residents, or on which less than three(3) qualified voters reside, hereby petition your honorable body to extend the present city limits so as to include as a part of the City of Smithville, Texas, the following described territory, to wit:

(See Attached Exhibit A – metes and bounds description.)

I/We certify that the above described tract of land is contiguous to the City of Smithville, Texas (only separated by American Legion Road), is not more than one-half (1/2) mile in width and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

In the event annexation of this property is approved by the City, and subsequently the proposed plat of "Enclave at Riverbend subdivision", which includes the property described by metes and bounds and attached hereto, does not get approved by the City, then Owner will require disannexation of this property under applicable provisions of Local Government Code.

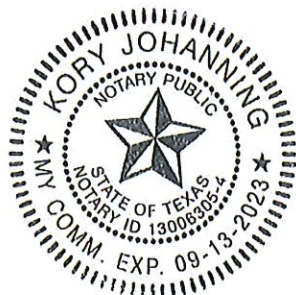
THE STATE OF TEXAS
COUNTY OF BASTROP

S. Todd McCallough
Owner's Signature #1

Before me, the undersigned authority, on this day personally appeared S. Todd McCallough known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for purposes and consideration therein expressed.

Given under my hand and seal of office, this 20th day of April, 2022.

(Seal)



Kory Johanning
Notary Public in and for the State of Texas
My commission expires: 9-13-2023

Exhibit "B"

STATE OF TEXAS
COUNTY OF BASTROP

HURTA REAL ESTATE, LLC
34.858 ACRES

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HURTA REAL ESTATE, LLC
34.858 ACRES
PAGE 2 OF 3

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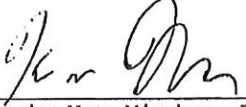
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STATE OF TEXAS

COUNTY OF BASTROP

I, Kevin Von Minden, a Registered Professional Land Surveyor, do hereby certify the foregoing field notes to be true and correct to the best of my knowledge and belief.

BEFCO ENGINEERING, INC.
Surveying Firm #10001700
Consulting Engineering & Land Surveying


Kevin Von Minden, R.P.L.S.
Registration No. 4438
January 3, 2022
BEFCO Job No. 22-8262(1)



GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

LEGEND

- 1/2" iron rod found
- 1/2" iron rod set
- Concrete monument found
- Gas pipeline
- Overhead electric line
- Utility pole
- Wire fence

Bearings, distances and coordinates
shown herein are "GNS" based on the
Texas State Plane Coordinate System -
Central Zone - NAD 83 (GCS 83).

Convergence = 0.7823"

Combined Factor = 1.0000135

ALL LOT CORNERS, PTS, POTS & PVS
MONUMENTED BY 1/2" x 3/4" IRON RODS
W/RED CAPS SET

SUBJECT TRACT IS DESIGNATED CHADCO
ZONE "A" ACCORDING TO E.C.R.A. §1000
INSURANCE RATE MAP NO. 4001000000
DATED JANUARY 15, 2008.

CASIMENTS OF RECORD (This
Resource Community Category C)
§1000.002-003 effective August 13,
2021 and issued August 27, 2021)

United Pipeline Co.
Borehole pipeline and regulating
station easement
Vol. 65, Pg. 139
B.C.R.
(This easement is described by
a specific location by Mulliken
Borehole Pipeline, LLC in County
Clerk's File #201904532 &
201904532- B.C.R.)

State of Texas
Channel easement
Vol. 125, Pg. 6
B.C.R.

(This easement is described by
metes and bounds and does not
directly effect the Subject Tract)

Lower Colorado River Authority
100' Electric easement
Vol. 125, Pg. 1
B.C.R.

(This easement is described by
metes and bounds and does not
directly effect the Subject Tract)

Lower Colorado River Authority
100' Electric easement
Vol. 125, Pg. 6
B.C.R.

(This easement is described by
metes and bounds and does not
directly effect the Subject Tract)

City of Smithville
20' Electric easement
Vol. 394, Pg. 76
B.C.R.

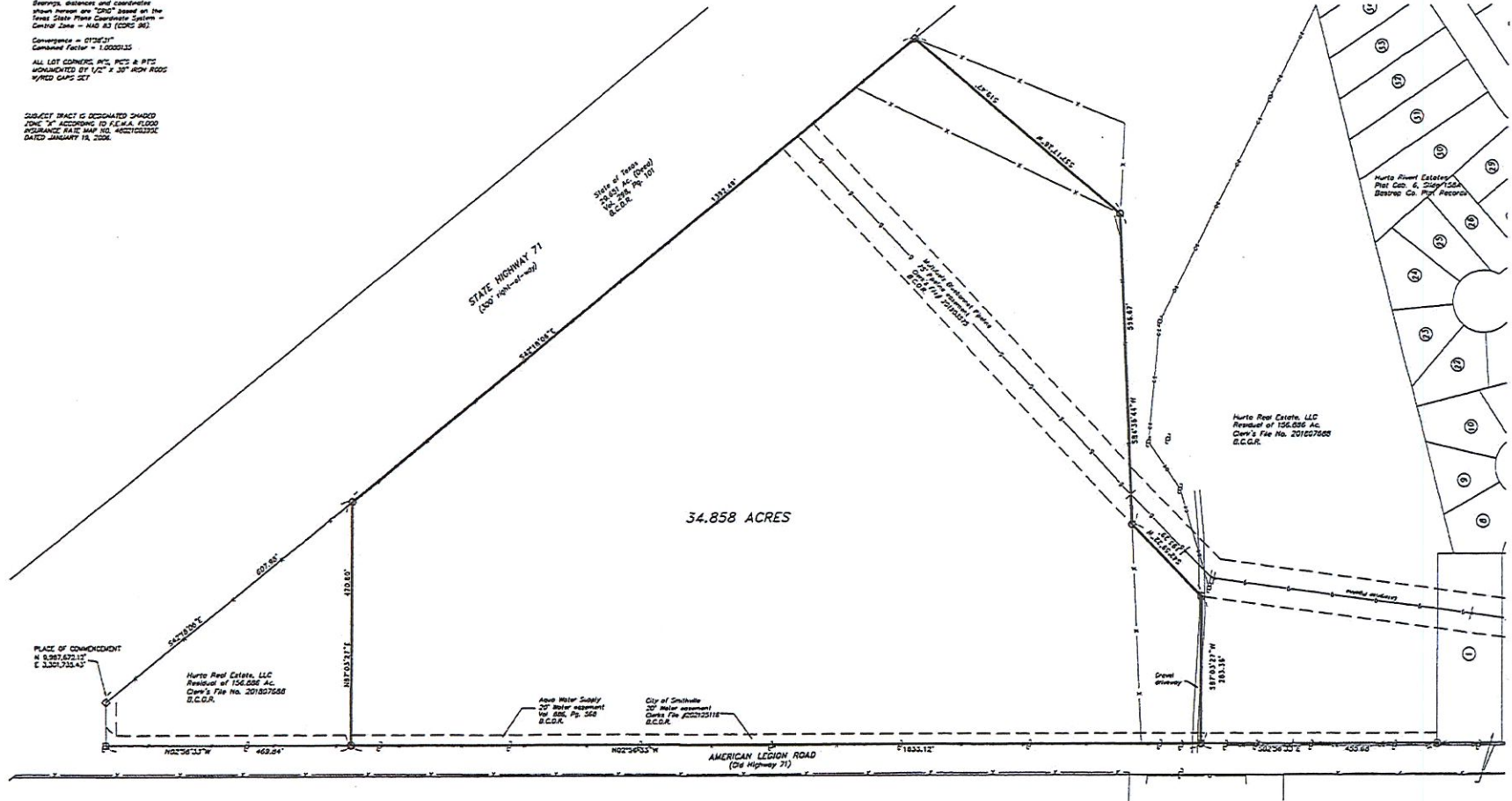
(This easement is described by
metes and bounds as being within
the existing location of the above
said 100' wide L.C.R.A. easement
and does not directly effect the
Subject Tract)

Burleson Electric Cooperative
20' Electric easement
Vol. 625, Pg. 422
B.C.R.

(This easement is described by
metes and bounds as being within
the existing location of the above
said 100' wide L.C.R.A. easement
and does not directly effect the
Subject Tract)

Agua Water Supply
20' Waterline easement
Vol. 625, Pg. 562
B.C.R.

City of Smithville
20' Waterline easement
Clerk's File No. 200125116
B.C.R.



PLAT SHOWING THE SURVEY OF A 34.858
ACRE TRACT SITUATED IN THE EDWARD
BURLESON SURVEY, A-16, IN BASTROP
COUNTY, TEXAS, BEING A PART OF THAT
TRACT DESCRIBED AS 156.886 ACRES IN A
DEED FROM HURTA LAND, INC. TO HURTA
REAL ESTATE, LLC, DATED MAY 31, 2018 AND
RECORDED IN COUNTY CLERK'S FILE NO.
201807688 OF THE OFFICIAL RECORDS OF
BASTROP COUNTY



STATE OF TEXAS
COUNTY OF BASTROP

I, Kevin Von Minden, a Registered Professional Land Surveyor, do hereby certify that the survey was
made on the ground, that this plat correctly represents the facts found at the time of the survey,
and that this survey substantially complies with the current Texas Society of Professional Surveyors
Code of Professional Ethics and Standards for a Category 1A, Condition 1 TSPS Land Title Survey.

Kevin Von Minden, R.P.L.S.
Registration No. 4438
SEPCO ENGINEERING, INC.
Firm No. 10001700
16000, Texas
729-962-0474
January 2, 2022



SEPCO ENGINEERING, INC.
Engineering Firm No. 10001700
2010, Texas
729-962-0474
(979) 968-0474

Item # 12

ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Economic Development Program Agreement ("Agreement") is entered into this _____ day of _____, 2022, by and between the **City of Smithville, Texas**, a General Law, Type A municipality ("**City**"), and **Smithville Land Partners, LLC.**, a Texas limited liability company ("**Developer**"). The foregoing are referred to collectively as the "**Parties**."

WHEREAS, the City has adopted Resolution No. 2022-_____, ("**City Resolution**"), establishing an economic development program and authorizing the Mayor to enter into this Agreement with Developer in recognition of the positive economic benefits to the City through the construction by Developer of phased residential development (the "**Development**") on the 34.858 acres described in **Exhibit A**, attached hereto and made a part hereof (the "**Developer Property**"); and

WHEREAS, the purpose of this Agreement is to promote economic development as contemplated by Chapter 380 of the Texas Local Government Code consisting of Developer's construction of the Development in conformance with the City's development approvals for the Development; and

WHEREAS, Developer will expend at least \$4,500,000 in the site construction of the Development, including but not limited to private (excluding homes) and public improvements, land costs, park/recreational equipment and facilities, sidewalks, pedestrian facilities and trails, water, wastewater, drainage, storm sewer, erosion sedimentation controls, dry utilities, irrigation, landscaping, fill and grading, entry monumentation, street lights, and road improvements (the "**Improvements**"); and

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

1. **Authority.** The City's execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and the City Resolution and constitutes a valid and binding obligation of the City in the event Developer proceeds with construction of the Development. The City acknowledges that Developer is acting in reliance upon the City's performance of its obligations under this Agreement in making its decision to commit substantial resources and money to construct the Development.

2. Definitions.

- 2.1 "**Development**" means the improvements to be constructed by Developer or its successors or assigns on the Developer Property.
- 2.2 "**Economic Incentive Payment**" ("**EIP**") means payments of the amount required to be paid by the City to Developer under the Program and Section 5.1 of this Agreement.
- 2.3 "**Effective Date**" is the date this Agreement is executed to be effective by the Parties.

- 2.4 **“Developer Property”** means the 34.858-acre tract of land that has been annexed into the corporate limits of the City, is owned by Developer and described in Exhibit A, and which Developer intends to develop upon execution of this Agreement.
- 2.5 **“Living Unit Equivalent” (LUE)** means the typical flow of water or wastewater that would be produced by a single-family residence located in a typical subdivision.
- 2.6 **“Program”** means the economic development program established by the City pursuant to Chapter 380 of the Texas Local Government Code and under the City Resolution to promote local economic development and stimulate business and commercial activity within the City.
- 2.7 **“Recapture Liability”** means the total amount of all EIP’s that are paid as a result of this Agreement that are subject to recapture by the City from Developer in the event of a Developer default.
3. **Term.** This Agreement shall become enforceable upon its Effective Date and shall terminate on **December 31, 2027**.
4. **Rights and Obligations of Developer.**
- 4.1 Annexation. The Developer Property has been annexed into the City through a Developer petition for voluntary annexation, conditioned upon plat approval.
- 4.2 Capital Investment. Developer agrees to spend at least \$4,500,000 to design, construct and complete the Improvements on the Developer’s Property within two (2) years after receiving all jurisdictional approvals and permits for construction of the Improvements. Developer agrees to provide the City with documentation that shows proof that this obligation has been satisfied, and the City shall have the right to audit Developer’s records to verify same. The Parties may agree to extend the period of time for Developer to construct and complete the Improvements by mutual written agreement.
- 4.3 Compliance with Regulations. Developer agrees that it will comply with the City’s development approval processes and shall construct the Development consistent with City ordinances, development regulations, and requirements in effect as of the Effective Date of this Agreement.
- 4.4 Developer Accounting. Developer shall maintain complete books and records showing that it has complied with its obligations herein, which books and records shall be deemed complete if kept in accordance with generally acceptable accounting principles. Such books and records shall be available for examination by the duly authorized officers or agents of the City during normal business hours upon request made not less than ten (10) business days prior to the date of such examination.

- 4.5 Submission of Data. Within thirty (30) days following the end of each calendar year following the year, Developer shall submit to the City written documentation detailing the Ad Valorem Property Tax revenue paid on the Developer Property for such calendar year. Developer shall submit the following:
- (a) A copy of all property tax receipts for any ad valorem property taxes paid by Developer for that calendar year showing the Ad Valorem Property Tax paid; and
 - (b) Such other data as the parties mutually determine reasonably appropriate to evidence the Ad Valorem Property Tax paid.
- 4.6 Utility and Roadway Construction. All water and wastewater utilities and roadways required to be constructed on or for the Developer Property shall be constructed to City standards at the sole cost of Developer and accepted upon substantial completion of construction, in accordance with applicable City ordinances and regulations. All water and wastewater utilities and roadway construction contracts shall contain a two-year performance warranty, which shall be assigned to the City.
- 4.7 Construction Plan Submittal, Review, and Approval. The Developer is responsible for submitting civil construction plans to the City for 3rd Party review to ensure all zoning and building applicable code requirements are met. In addition, the Developer must submit a drainage analysis to verify that post development stormwater flow (runoff) is equal to or better than pre-development flow and that measures have been taken to ensure that there is no adverse impact to adjacent property owners. The construction plan review / building permit fee for commercial or subdivision development = 1/2 percent of the total infrastructure construction cost plus fees for 3rd Party engineering review of construction plans.
- 4.8 Home Owner's Association / Deed Restrictions. The Developer will establish a Home Owner's Association ("**HOA**"). The HOA will be responsible for the operation and maintenance of all parks, open spaces, drainage structures, monumentation, and irrigation systems contained within the Development Property. Any deed restrictions or private covenants will be finalized and filed for recordation as part of the final plat application process with the City. Enforcement of such deed restrictions or private covenants (where more stringent than City Ordinance) will be the responsibility of the HOA.
- 4.9 Variability of Design Construction. The Developer agrees to incorporate variability with respect to the design and construction of homes within the subdivision. The Developer will offer varying layouts, rooflines, facades, and setbacks that provide a distinct yet complementary inventory of homes.

5. Rights and Obligations of the City. In consideration of Developer's compliance with this Agreement, the City agrees as follows:

5.1 Economic Incentive Payments. Pursuant to Chapter 380 of the Texas Local Government Code, City and Developer agree that receipt of Economic Incentive Payments (EIP) with respect to the Developer's Property are contingent upon the following terms and conditions:

5.1.1 EIP's Based on Ad Valorem Property Tax. City shall, pursuant to Chapter 380 of the Texas Local Government Code, but subject to the conditions set out herein, make annual EIPs to Developer within thirty (30) days after Developer submits to the City the documentation of Ad Valorem Property Tax revenue paid for the Developer Property for such calendar year as required in Section 4.5 (Submission of Data), above. The EIPs are to be calculated as follows:

(a) Calculations will be based upon the Ad Valorem Property Tax actually paid by Developer and collected by the City on the Developer's Property;

(b) The Project shall meet a construction start date of December 31, 2022, or not later than 90 days after receiving all City approvals and permits necessary to begin construction. Construction start is defined as a minimum of 5% (\$225,000) of the estimated \$4,500,000 project costs must be incurred.

(c) Infrastructure construction (e.g., roads, curbs, street lights, gutters, water, wastewater, electric, etc.) shall be completed no later than December 31, 2023 with acceptance by the City upon expiration of the 2-year performance warranty. Additional time for construction will be allowed should the contractor provide written documentation to the Developer and City with evidence of delays beyond his control, such as supply chain issues, work schedule restrictions (e.g. COVID shutdowns, strikes, force majeure, etc.), major weather events that impact production or cause setbacks (e.g. flooding of the Colorado River, major erosion, tornadoes, wind damage, etc.), or any other reasonable impact to the delivery schedule beyond the reasonable control of the contractor or developer.

(d) With respect to the Developer's Property, the EIPs will be a dollar amount equal to the percentage of the Ad Valorem Property Tax actually paid on the Developer's Property by Developer for each calendar year as set forth below:

Calendar Year	EIP Performance Criteria	Percent (%) Rollback Tax Reimbursement	Percent (%) Property Tax Reimbursement
2022	Start Project	100%	50%
2023	Infrastructure Complete	N/A	100%
2024	30 Lots Sold (30 Total)	N/A	100%
2025	30 Lots Sold (60 Total)	N/A	100%
2026	30 Lots Sold (90 Total)	N/A	100%
2027	22 Lots Sold (112 Total)	N/A	100%

(e) In addition to the other terms and conditions in this Agreement, if Developer has not sold or otherwise conveyed at least thirty (30) lots within the Developer's Property by **December 31, 2024** to an unrelated 3rd party, then no EIP's shall be due and owing after this date. Thereafter, for the term of this Agreement, if thirty (30) additional lots have not been sold or otherwise conveyed within the Developer's Property, no EIP's shall be due and owing for that respective year and each year thereafter. The sale of more than thirty (30) lots in a given year will be credited to the next year's EIP target (reference EIP performance criteria in Section 5.1(d) above). The Parties agree that the terms of this subsection may be modified by mutual written agreement.

5.2 Payments Subject to Future Appropriations. Although certain payments under this Agreement are calculated based on a formula applied to Ad Valorem Property Tax revenues, this Agreement shall not be construed as a commitment, issue or obligation of any specific taxes or tax revenues for payment to Developer. All payments by the City under this Agreement are subject to the City's appropriation of funds for such payments in the budget year for which they are made. The payments to be made to Developer shall be made from (i) annual appropriations from the general funds of the City, or (ii) from such other funds of the City as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 380 of the Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, or (iii) from a combination of (i) and (ii) above, subject to any applicable limitations or procedural requirements. Failure of the City to appropriate funds annually for the payments to be made to Developer hereunder shall be considered a default and breach of contract by the City.

5.3 Impact Fees. City shall not charge Developer or its successors or assigns sewer or water impact fees for the water supply or wastewater treatment capacity to be provided to the Developer's Property.

5.4 Discounted Tap Fees. Tap fees shall be due and owing from future builders or owners of individual homes and businesses as same are connected to the City's water and

sanitary sewer system. The Developer (Smithville Land Partners, LLC) will receive a 50% discount if he installs the water and sewer taps as part of the infrastructure construction and/or he becomes the builder of record. If anyone other than Smithville Land Partners, LLC becomes the builder of record (and water and sewer taps were not previously installed as part of the subdivision's infrastructure construction), tap fees will not be discounted and will be due at 100% of the cost.

5.5 Sidewalks and Roadways. Developer has agreed to provide four (4) feet wide sidewalks along both sides of public streets constructed by Developer within or adjacent to the Developer's Property at no cost to the City. Sidewalks shall be part of the Developer's Improvements and contributions eligible for EIPs.

5.6 City Utility Poles. City shall relocate, at its sole cost and expense, any City-owned utility poles located within the Developer Property that conflict with planned roadways or any of the Improvements.

5.7 Annexation Fees. City is solely responsible for all fees related to the annexation of the Developer Property into the City's corporate limits.

5.8 Utility Service. City shall provide water and wastewater service to the Developer Property, as such property is annexed into the City, with a reservation of capacity of (i) no less than **120 LUE's** for water service, and (2) **120 LUE's** for wastewater service for the Developer Property. It is currently contemplated that electricity service to the Developer Property will be provided by Bluebonnet Electric Cooperative.

5.9 Service Plan. Pursuant to Texas Local Government Code § 43.0672(b), the City shall provide the Development Property with municipal services (fire, police, ambulance, etc.) within sixty (60) days of the annexation per a mutually accepted service agreement.

6. **Zoning/Preliminary Plat Approval.** Immediately upon the City's approval of annexation, the Developer Property shall be automatically zoned SF-1, Single Family Residential Zoning District as per the City's Zoning Regulations for newly annexed properties. Developer shall also concurrently apply for City approval of a preliminary plat for the Developer Property as a condition of said annexation, and such preliminary plat shall be approved by the City provided the preliminary plat meets all applicable City requirements (with approved variances). City agrees to review and provide written comment on the Developer's preliminary plat application to Developer in advance of annexation approval so as to give Developer sufficient opportunity to submit a preliminary plat application that meets all applicable City requirements (with approved variances).

7. **Taxable Property.** If and when any part of the Developer Property is sold or otherwise transferred by Developer to any third party (other than a transfer related to an assignment of all or part of Developer's rights and obligations hereunder or a transfer to a Developer related entity created by Developer for the purpose of developing the Developer Property, as described in Section 10.7 below), taxes on the transferred property shall accrue and be owing to the City commencing on January 1st of the year following the date of such transfer. Developer shall not be entitled to any reimbursement for taxes paid for the transferred property for the year following the date of transfer.

8. **Rollback Taxes Reimbursement.** To the extent rollback taxes are assessed on all or any portion of the Developer Property, City agrees to reimburse to Developer any such rollback taxes paid to City as an additional grant to Developer pursuant to Chapter 380 of the Texas Local Government Code. City acknowledges that the determination of property tax valuation, equalization, exemption, special open space valuation, and tax rollback are within the exclusive province of the appraisal district and as a result, City takes no position on these matters.
9. **EIP Recapture.** In the event the City terminates this Agreement as a result of Developer's default, the City may recapture and collect from Developer the Recapture Liability. Developer shall pay to the City the Recapture Liability within thirty (30) days after the City makes demand for same, subject to any and all lawful offsets, settlements, deduction, or credits to which Developer may be entitled. The Parties may agree to extend the timeframe and/or terms of payment of the Recapture Liability by Developer by mutual written agreement. Notwithstanding anything herein to the contrary, such Recapture Liability shall not exceed, in the aggregate, an amount equal to all EIPs that were paid pursuant to this Agreement from the Effective Date to the date of termination.

10. Miscellaneous.

- 10.1 Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement.
- 10.2 Representations and Warranties. The City represents and warrants to Developer that the Program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the Program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Developer represents and warrants to the City that it has the requisite authority to enter into this Agreement.
- 10.3 Default. If either the City or Developer should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the City remains in default after notice and opportunity to cure, Developer shall have the right to terminate this Agreement by giving written notice thereof to City and to pursue any remedy at law or in equity for the City's breach. If Developer remains in default after notice and opportunity to cure, City shall have the right to terminate this Agreement by giving written notice thereof to Developer and to pursue any remedy at law or in equity for Developer's breach, in addition to the right of EIP recapture set forth above. Notwithstanding the above, the Parties may agree to modify the default, notice and cure provisions herein by mutual written agreement.
- 10.4 Attorney's Fees. In the event any legal action or proceeding is commenced in a court of competent jurisdiction between the City and Developer to enforce provisions of this Agreement and recover damages for breach, the prevailing party

in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

- 10.5 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the construction of the Development. This Agreement may only be amended, altered or revoked by written instrument signed by the Parties.
- 10.6 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns.
- 10.7 Assignment. Except as noted hereinbelow, Developer may not assign all or any part of its rights and obligations to a third party without the express written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the immediately preceding sentence, Developer shall be authorized to assign this Agreement and all rights hereunder to a related entity created by Developer for the purpose of developing the Developer Property, without the prior written consent of the City. The City may not assign all or part of its rights and obligations to a third party without the express written consent of Developer, which consent shall not be unreasonably withheld, conditioned or delayed.
- 10.8 Amendment. This Agreement may be amended by the mutual written agreement of the Parties.
- 10.9 Termination. In the event Developer elects not to construct the Development as contemplated by this Agreement, Developer shall notify the City in writing, and this Agreement and the obligations on the part of all Parties shall be deemed terminated and of no further force or effect.
- 10.10 Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to City: City of Smithville
317 Main Street
Smithville, Texas 78957
Attn: City Manager

With a required copy to:

Sheets & Crossfield
309 E. Main Street
Round Rock, Texas 78664
Attn: Charles Crossfield
Phone: (512) 255-8877
Email: charlie@scrrlaw.com

If to Developer:

Smithville Land Partners, LLC.
311 Westwood Terrace
Austin, Texas 78746
Attn: S. Todd McCullough
Email: todd@insite-austin.com

With a required copy to:

DuBois, Bryant & Campbell, LLP
Attn: Zeeshan Malik
303 Colorado St., Ste. 2300
Austin, Texas 78701
Phone: (512)-457-8000
Email: zmalik@dbcllp.com

Either party may designate a different address at any time upon written notice to the other Parties.

- 10.11 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.
- 10.12 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Bastrop County, Texas.
- 10.13 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- 10.14 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- 10.15 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.
- 10.16 Force Majeure. Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (a

“force majeure event”). A *force majeure* event for the purposes of this Agreement shall include, but not be limited to, acts of God; fire; explosion; vandalism; storm or similar occurrences; orders or acts of military or civil authority; litigation; changes in law, rules, or regulations outside the control of the affected Party; national emergencies or insurrections; riots; acts of terrorism; or supplier failures, shortages or breach or delay. Except as otherwise expressly provided, herein, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any event of *force majeure*.

- 10.17 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Development or the design, construction or operation of any portion of the Development.

(signature page follows)

EXECUTED to be effective as of the _____ day of _____, 2022 (the "Effective Date").

CITY OF SMITHVILLE, TEXAS,

By: _____
Sharon Foerster, Mayor

Date: _____, 2022

SMITHVILLE LAND PARTNERS, LLC.
a Texas limited liability company

By: _____
S. Todd McCullough, Manager

Date: _____, 2022

EXHIBIT "A"
TO THE ECONOMIC DEVELOPMENT PROGRAM AGREEMENT
(Annexation Petition and Developer Property Description)

ANNEXATION PETITION

TO THE MAYOR AND GOVERNING BODY
OF THE CITY OF SMITHVILLE, TEXAS:

The undersigned owner(s) of the hereinafter described tract of land, which is vacant and without residents, or on which less than three(3) qualified voters reside, hereby petition your honorable body to extend the present city limits so as to include as a part of the City of Smithville, Texas, the following described territory, to wit:

(See Attached Exhibit A – metes and bounds description.)

I/We certify that the above described tract of land is contiguous to the City of Smithville, Texas (only separated by American Legion Road), is not more than one-half (1/2) mile in width and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

In the event annexation of this property is approved by the City, and subsequently the proposed plat of "Enclave at Riverbend subdivision", which includes the property described by metes and bounds and attached hereto, does not get approved by the City, then Owner will require disannexation of this property under applicable provisions of Local Government Code.

THE STATE OF TEXAS
COUNTY OF BASTROP



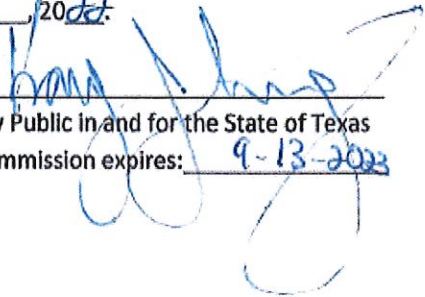
Owner's Signature #1

Before me, the undersigned authority, on this day personally appeared S Todd McCallough known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for purposes and consideration therein expressed.

Given under my hand and seal of office, this 20th day of April, 2022.

(Seal)





Notary Public in and for the State of Texas
My commission expires: 9-13-2023

STATE OF TEXAS

HURTA REAL ESTATE, LLC

COUNTY OF BASTROP

34.858 ACRES

All that certain tract or parcel of land containing **34.858 acres** situated in the Edward Burleson Survey, A-16, in Bastrop County, Texas, being a part of that tract described as 156.886 acres in a deed from Hurta Land, Inc. to Hurta Real Estate, LLC dated May 31, 2018 and recorded in County Clerk's File No. 201807688 of the Official Records of Bastrop County, said **34.858 acre** tract being more particularly described by metes and bounds as follows:

Commencing at a concrete monument found in the Southwest right-of-way line of State Highway 71 (Variable width - 29.651 acres - Vol. 298, Pg. 101 B.C.O.R.) for the Northeast corner of said 156.886 acre Hurta Real Estate tract, said point having a coordinate value of North = 9,987,672.12 feet and East = 3,301,735.43 feet according to the Texas State Plane Coordinate System - Central Zone - NAD 83(CORS 96);

Thence South 42 degrees 18 minutes 06 seconds East, 607.98 feet along the common line between said State Highway 71 right-of-way tract and said Hurta Real Estate tract to a 1/2" iron rod set for the Northeast corner of the tract herein described and the **PLACE OF BEGINNING**;

Thence South 42 degrees 18 minutes 06 seconds East, 1,392.49 feet along the common line between said State Highway 71 right-of-way tract and said Hurta Land, Inc. tract to a 1/2" iron rod set for the most Easterly corner of the tract herein described;

Thence South 37 degrees 17 minutes 26 seconds West, departing said Highway 71 line, 519.47 feet to a 1/2" iron rod set within said 156.886 acre Hurta Real Estate tract for corner;

Thence South 84 degrees 36 minutes 44 seconds West, 596.67 feet to a 1/2" iron rod set in the Northwest line of a 75 foot wide Multifuels Bluebonnet Pipeline easement (Clerk's File No. 201903575 - B.C.O.R.) and within said 156.886 acre Hurta Real Estate tract for corner;

Thence South 42 degrees 59 minutes 22 seconds West, 193.29 feet along said easement line to a 1/2" iron rod found for corner;

Thence South 87 degrees 03 minutes 27 seconds West, departing said Multifuels easement line, 283.36 feet to a 1/2" iron rod set in the East margin of American Legion Road (old Highway 71) and the West line of said 156.886 acre Hurta Real Estate tract for the Southwest corner of the tract herein described, from which a 1/2" iron rod found for the Northwest corner of "HURTA RIVER ESTATES" (Plat Cab. 6, Slide 158A - Bastrop County Plat Records) bears South 02 degrees 56 minutes 33 seconds East, 455.68 feet;

HURTA REAL ESTATE, LLC
34.858 ACRES
PAGE 2 OF 3

Thence North 02 degrees 56 minutes 33 seconds West, 1,633.12 feet along said East margin of American Legion Road and the West line of said Hurta Real Estate tract to a 1/2" iron rod set for the Northwest corner of the tract herein described, from which a concrete monument found for the Northwest corner of said (called) 156.886 acre Hurta Real Estate tract bears North 02 degrees 56 minutes 33 seconds West, 469.84 feet;

Thence North 87 degrees 03 minutes 24 seconds East, departing said American Legion Road and severing said 156.886 acre Hurta Land tract, 470.80 feet to the **PLACE OF BEGINNING** and containing 34.858 acres.

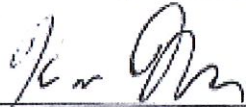
Bearings, distances and coordinates used herein are "GRID" based on the Texas State Plane Coordinate System - Central Zone - NAD 83(CORS 96). Convergence = +01 degree 38 minutes 31 seconds. Combined factor = 1.0000135.

STATE OF TEXAS

COUNTY OF BASTROP

I, Kevin Von Minden, a Registered Professional Land Surveyor, do hereby certify the foregoing field notes to be true and correct to the best of my knowledge and belief.

BEFCO ENGINEERING, INC.
Surveying Firm #10001700
Consulting Engineering & Land Surveying


Kevin Von Minden, R.P.L.S.
Registration No. 4438
January 3, 2022
BEFCO Job No. 22-8262(1)



Summary of 380 Economic Development Agreement Between Smithville Land Partners, LLC and City of Smithville

380 Agreement Term = 6-years

of Lots / Homes = 112

Obligations of Smithville Land Partners, LLC:

- Must voluntarily annex property (34.858-acres).
- Must start project on or before December 31, 2022.
- Must spend minimum \$4,500,000 on infrastructure improvements.
- Must complete infrastructure improvements by December 31, 2023.
- Must construct utility and roadway infrastructure at sole cost to Smithville Land Partners, LLC with 2-year performance warranty. Infrastructure will be assigned (given) to the City.
- Must provide varying layouts, rooflines, facades, and setbacks that offer a distinct yet complementary inventory of homes.
- Must maintain records showing compliance w/ obligations (e.g., expenditures, tax receipts, etc.)
- Must meet performance criteria (# lots sold) to be eligible for Economic Incentive Program (EIP).
- Must pay taxes on unsold property then request reimbursement from City.
- Must refund any EIP granted upon default of agreement.

Obligations of City:

- Must not charge Impact Fees
- Must approve voluntary annexation of 34.858-acre property.
- Must develop service level agreement (e.g., fire, police, garbage, utilities, etc.).
- Must agree to reimburse Smithville Land Partners, LLC for rollback taxes upon project start.
- Must reimburse 100% of Smithville Land Partners, LLC property taxes (City portion only) upon attainment of performance milestones over a 5-year year period (2023–2027).
- Must provide water and wastewater services to property line at agreed capacity.
- Must discount water and wastewater tap fees by 50%.

A fully-loaded subdivision (112 homes) will bring approximately **\$890k** in revenue from property taxes and utility fees to the City over the term of the agreement. See below:

EIP Calculation For Enclave 380 Agreement

Calendar Year	Estimated Value of Enclave	Value per \$100	Tax Rate	Performance Criteria (Cumulative # of Lots Sold)	Est. Tax Liability of Remaining Land	EIP Target Rebate %	Est. Tax Value with Homes Built	Est. Rollback Tax Refund	Est. Property Tax Refund (City Only)	50% Credit for Water / Sewer Tap per Home	Est. Property Tax Revenue w/ Homes Built	50% Revenue for Water / Sewer Tap per Home	Revenue From Water / Sewer Service	Revenue From Garbage Service	Net Loss / Gain to City	
2022	\$1,750,000	\$17,500	\$0.5490	Start Project	\$1,750,000	100%	N/A	\$9,608	N/A	N/A	N/A	N/A	N/A	N/A	\$-9,608	
2023	\$8,960,000	\$89,600	\$0.5490	Infrastructure Comp.	\$8,960,000	100%	N/A	N/A	\$49,191	\$0	\$49,191	\$0	\$0	\$0	\$0	
2024	\$8,960,000	\$89,600	\$0.5490	30	\$6,560,000	100%	\$11,400,000	N/A	\$36,015	\$112,500	\$62,587	\$112,500	\$33,120	\$3,294	\$62,986	
2025	\$6,560,000	\$65,600	\$0.5490	60	\$4,160,000	100%	\$22,800,000	N/A	\$22,839	\$112,500	\$125,173	\$112,500	\$66,240	\$6,588	\$175,163	
2026	\$4,160,000	\$41,600	\$0.5490	90	\$1,760,000	100%	\$34,200,000	N/A	\$9,662	\$112,500	\$187,760	\$112,500	\$99,360	\$9,882	\$287,339	
2027*	\$1,760,000	\$17,600	\$0.5490	112	\$860,200	100%	\$42,560,000	N/A	\$4,723	\$82,500	\$233,657	\$82,500	\$123,648	\$12,298	\$364,880	
TOTALS								\$9,608	\$122,429	\$420,000	\$658,367	\$420,000	\$322,368	\$32,062	\$890,367	
								\$552,037			\$1,432,797					
								DEVELOPER CREDITS			PROJECTED CITY REVENUE					
											\$890,367				NET LOSS / GAIN TO CITY	

EIP Calculation For Enclave 380 Agreement

Calendar Year	Estimated Value of Enclave	Value per \$100	Tax Rate	Performance Criteria (Cumulative # of Lots Sold)	Est. Tax Liability of Remaining Land	EIP Target Rebate %	Est. Tax Value with Homes Built	Est. Rollback Tax Refund	Est. Property Tax Refund (City Only)	50% Credit for Water / Sewer Tap per Home	Est. Property Tax Revenue w/ Homes Built	50% Revenue for Water / Sewer Tap per Home	Revenue From Water / Sewer Service	Revenue From Garbage Service	Net Loss / Gain to City
2022	\$1,750,000	\$17,500	\$0.5490	Start Project	\$1,750,000	100%	N/A	\$9,608	N/A	N/A	N/A	N/A	N/A	N/A	-\$9,608
2023	\$8,960,000	\$89,600	\$0.5490	Infrastrure Comp	\$8,960,000	100%	N/A	N/A	\$49,191	\$0	\$49,191	\$0	\$0	\$0	\$0
2024	\$8,960,000	\$89,600	\$0.5490	30	\$6,560,000	100%	\$11,400,000	N/A	\$36,015	\$112,500	\$62,587	\$112,500	\$33,120	\$3,294	\$62,986
2025	\$6,560,000	\$65,600	\$0.5490	60	\$4,160,000	100%	\$22,800,000	N/A	\$22,839	\$112,500	\$125,173	\$112,500	\$66,240	\$6,588	\$175,163
2026	\$4,160,000	\$41,600	\$0.5490	90	\$1,760,000	100%	\$34,200,000	N/A	\$9,662	\$112,500	\$187,760	\$112,500	\$99,360	\$9,882	\$287,339
2027*	\$1,760,000	\$17,600	\$0.5490	112	\$860,200	100%	\$42,560,000	N/A	\$4,723	\$82,500	\$233,657	\$82,500	\$123,648	\$12,298	\$364,880

Assumptions:

Tax Rate = \$0.5490 / \$100 Valuation

Assume 5-10% annual increase in FMV (conservative)

Smithville Land Partners, LLC to spend \$4,500,000 (minimum) to develop property

Infrastructure (e.g., roads, water, sewer) must be completed by 12/31/23 and will convey to City after 2-years

Estimated value of developed / platted property = \$8,960,000 or \$80,000 per lot (FMV).

*Value of taxable land (e.g., pond, parks, and open space) AFTER all lots sold= 8.602 Acres @ \$100k/acre = \$860,200

Estimated home value = \$300,000. With lot = \$380,000

Must sell minimum number of lots between 2024-2027 to qualify for EIP (112 Total).

50% Water / Sewer Tap Revenue to City is \$3,750 per Home or \$420,000 for 112 Homes

"Project Start" is defined as a spending minimum 5% (\$225,000) of the estimated \$4,500,000 costs to be incurred.

Additional lots sold (above minimum) in given year will carry as credit for lots required to be sold in subsequent years.

Must provide varying layouts, rooflines, facades, and setbacks that offer a distinct yet complementary inventory of homes.

Other:

City to reimburse Rollback taxes on 34.858-acre undeveloped land (approx. \$9k).

City will reimburse Developer for all property taxes paid (if EIP criteria met)

City will be responsible for providing street sigs, stop signs, and 911 Addressing

City will not charge impact fees

TOTALS

\$9,608	\$122,429	\$420,000	\$658,367	\$420,000	\$322,368	\$32,062	\$890,367
\$552,037			\$1,432,797				
DEVELOPER CREDITS			PROJECTED CITY REVENUE				
			\$890,367				
			NET LOSS / GAIN TO CITY				

Projected Water and Sewer Revenue - Enclave at Riverbend

# of Homes	Average Monthly Water Use per Household (Gallons)	Cost per 1000 Gallons	Water Base Rate (for first 2000 Gallons)	Average Cost per Household / Month	Annual Revenue from Water Use	Average Monthly Sewer Use per Household (Gallons)	Cost per 1000 Gallons	Sewer Base Rate	Average Cost per Household / Month	Annual Revenue from Sewer Use	Combined Water & Sewer Revenue
1	12,000	\$3.50	\$18.00	\$53.00	\$636	6000	\$4.00	\$15.00	\$39.00	\$468	\$1,104
30	600,000	\$3.50	\$18.00	\$53.00	\$19,080	60,000	\$4.00	\$15.00	\$39.00	\$14,040	\$33,120
60	960,000	\$3.50	\$18.00	\$53.00	\$38,160	150,000	\$4.00	\$15.00	\$39.00	\$28,080	\$66,240
90	1,260,000	\$3.50	\$18.00	\$53.00	\$57,240	210,000	\$4.00	\$15.00	\$39.00	\$42,120	\$99,360
112	1,560,000	\$3.50	\$18.00	\$53.00	\$71,232	300,000	\$4.00	\$15.00	\$39.00	\$52,416	\$123,648

	Size	Fee	# Homes	Cost
Water Tap	3/4" - 1"	\$3,000	112	\$336,000
Sewer Tap	4"	\$4,500	112	\$504,000

Revenue to City is from Water and Sewer Tap = **\$7,500** per Home or **\$840,000** for 112 Homes. 50% discount would be \$420,000.

Sample Water Calculation = 12,000 gallons - 2000 gallons (Base Rate) = 10,000 gallons x \$3.50 / 1000 gallons

10,000 Gallons = \$35

Base Rate = \$18

Total = \$53

Sample Sewer Calculation = 6,000 gallons x \$4.00 / 1000 gallons

6,000 Gallons = \$24

Base Rate = \$15

Total = \$39

Projected Solid Waste Revenue - Enclave at Riverbend

# of Homes	Cost per Month for 2X per Week Service	Annual Revenue from Solid Waste Services	City Expense for 2X per Week Service	Annual Expense for Solid Waste Services	Net Profit / Loss for Solid Waste Services
1	\$38.50	\$462	\$29.35	\$352	\$110
30	\$38.50	\$13,860	\$29.35	\$10,566	\$3,294
60	\$38.50	\$27,720	\$29.35	\$21,132	\$6,588
90	\$38.50	\$41,580	\$29.35	\$31,698	\$9,882
112	\$38.50	\$51,744	\$29.35	\$39,446	\$12,298

Residential Garbage Pick-up is 2X per week plus once a month bulk

Commercial Garbage Rates Vary Depending upon Frequency of pick-up and Size of Container / Dumpster Required.

FREE residential recycling @ 404 Royston Street (6:00 am to 10:00 pm)

FREE curbside Leaf & Limb pick-up (City)

ANNEXATION OF THE ENCLAVE - ASSUMPTIONS & PROJECTED TAX REVENUE TO THE CITY OF SMITHVILLE

BACKGROUND

34.858 Acre Development - 19.018 acres SF-1 (112 Lots); 7.957 Acre Detention / Open Space; 0.645 Park / Open Space; 7.238 Acres ROW				
112 Single Family Residential (SF-1) homes. Typical Lot Size = 50' x 130' (6,500 sf).				
8.602 acres in this subdivision will be dedicated for detention pond, parks, and/or open space				
Voluntary Annexation (via petition) and possible 380 Economic Development agreement.				
FMV of property after annexation and completion of infrastructure = \$8,960,000				
Water, sewer, and garbage service available from the City of Smithville				
Electric service available from Bluebonnet Electric Cooperative				

CITY FEES

50% Water Tap = \$1,500 per lot = \$168,000 for 112 Homes			
50% Sewer Tap = \$2,250 per lot = \$252,000 for 112 Homes			
Construction Permit = 1/2% of Infrastructure Cost = \$25,000 + Plan Review Fee = \$40,000			

TOTAL

TOTAL
\$168,000
\$252,000
\$65,000
\$485,000

ASUMPTIONS

Assume \$4,500,000 for Infrastructure Development (Developer Cost)							
Assume City Tax Rate = \$0.54901 per \$100 valuation.							
Assume a \$80,000 sales price for residential lots.							
Assume a \$300,000 sales price for the average new home.							
Assume \$100,000 per acre @ current FMV.							
Number of Residential Lots:		112				VALUE	TOTAL
Average Price (\$\$\$) for Lot:		\$80,000				\$8,960,000	\$42,560,000
Average Price (\$\$\$) for New Home:		\$300,000				\$33,600,000	
Value of Detention Pond / Open Space:		\$860,200	(8.602 Acres)			\$860,200	
Value of ROW:		\$723,800	(7.238 Acres)			\$723,800	
					TOTAL	\$44,144,000	

Based on the assumptions above and tax rate of **\$0.54901**, the annual property tax revenue to the City for 112 homes would be:

es would be:			
		VALUE	
	Per House:	\$2,086	
	Fully Loaded Subdivision:	\$233,659	

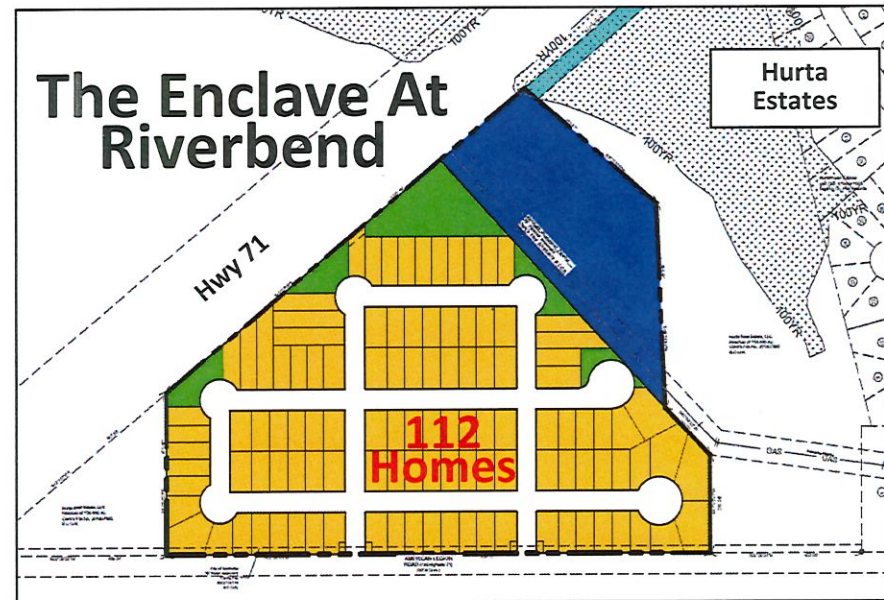
NEW

Current Development Projects

PENDING

Smithville Land Partners, LLC

- 35-acre Subdivision – 112 Homes
- Zoning: Annexation Pending (SF1)
- **Estimated Value = \$42,500,000**
- \$4.5M Developer Investment
- Lot Size: 50' x 130' = 6,500 sq. ft.
- 1,500 to 1,800 sq. ft. homes
- Target Price Range = \$380k



American Legion Road

ISSUES:

- Property is not inside City Limits. If not annexed, the Subdivision will fall under Bastrop County jurisdiction.

STATUS:

- Voluntary Annexation petition and 380 Economic Development Agreement pending.